

THE BOARD OF PUBLIC EDUCATION
OF THE SCHOOL DISTRICT OF PITTSBURGH, PENNSYLVANIA

MINUTES

Meeting of: January 21, 2004

Call of the Meeting: Special Legislative

Members Present: Mr. Brentley, Mrs. Colaizzi, Mr. Dowd,
Mrs. Fink, Mr. Isler, Mr. Matthews,
Mr. McCrea, Mr. Romaniello, Sr.
Mr. Taylor

Present 9.

Members Absent: Absent 0.

The following matters were received and acted upon.

Actions taken are recorded following the reports.

THE BOARD OF PUBLIC EDUCATION

**PITTSBURGH, PENNSYLVANIA 15213
Administration Building
341 South Bellefield Avenue**

**SPECIAL LEGISLATIVE
AGENDA**

January 21, 2004

ROLL CALL

A. COMMITTEE ON BUSINESS/FINANCE

1. Local Unit Debt Act Resolution

2. Escrow Substitution Resolution

[Roll Call]

B. NEW BUSINESS

[Roll Call]

**SCHOOL DISTRICT OF PITTSBURGH
COMMITTEE ON BUSINESS/FINANCE**

January 21, 2004

General Authorization

Action Requested:

WHEREAS, the School District will enter into an Escrow Trust Agreement with National City Bank of Pennsylvania as of February 24, 2004 (the "Escrow Agreement") which will create an Escrow Fund to provide for the payment and redemption of Bonds refinanced by the proceeds of the School District's General Obligation Bonds, Refunding Series 2004; and

WHEREAS, the funds deposited into the Escrow Fund were invested in United States Treasury, State and Local Government Series ("SLGS") obligations; and

WHEREAS, the School District anticipates the receipt of a proposal from its Financial Advisor, Public Financial Management, Inc. which is designed to permit the School District to achieve additional savings through the restructuring of the investments of the Escrow Fund (the "Escrow Restructuring").

NOW THEREFORE BE IT RESOLVED as follows:

1. That the proper Officers of the Board of Directors are authorized to execute, an amendment to the Escrow Agreement which would restructure the investments of funds in the Escrow Fund by redeeming the SLGS and funding the Escrow Fund with open market United States Treasury obligations and other documents and certificates that may be required to successfully complete the Restructuring.

2. That the Escrow Restructuring may be undertaken only if net savings to the School District are at least \$100,000.

3. That the total fees and expenses to be paid for the Escrow Restructuring not exceed \$40,000 including a fee of 10% of the gross savings achieved as a result of the Escrow Restructuring, to be paid to Public Financial Management, Inc., however this fee shall not exceed the amount of \$25,000 and a \$4,000 fee each to be paid to Co-Bond Counsel Wayne D. Gerhold and R. Darryl Ponton & Associates and other fees and expenses including, but not limited to, a fee to The Arbitrage Group, Inc. for the escrow and yield verification.

Adopted January 21, 2004

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS
OF THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
ADOPTED JANUARY 21, 2004

**FORMAL ACTION CONSTITUTING A DEBT ORDINANCE
UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT**

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, REFUNDING SERIES 2004 IN THE AGGREGATE PRINCIPAL AMOUNT OF THIRTY NINE MILLION EIGHT HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$39,885,000); COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF, THE BONDS; ESTABLISHING A SINKING FUND AND APPOINTING A SINKING FUND DEPOSITORY; FIXING THE FORM, INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE BONDS.

Co - Bond Counsel:

Wayne D. Gerhold, Esq.
U.S. Steel Tower
Suite 4680
600 Grant Street
Pittsburgh, PA 15219

R. Darryl Ponton & Associates
4415 Fifth Avenue
Pittsburgh, PA 12513

Solicitors:

Stephanie Royal, Esq., Esq.
The School District of Pittsburgh
341 South Bellefield Avenue
Pittsburgh, PA 15213

Law Office of Ira Weiss
503 Fort Pitt Commons Building
445 Fort Pitt Boulevard
Pittsburgh, PA 15219

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake the Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended (the "Debt Act"), with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE IT, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, should be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction.

Words or phrases importing the masculine gender should be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Authentication Date" means that date or those dates, individual to respective Bonds, upon which the Sinking Fund Depository will execute and deliver a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating it as a valid and outstanding obligation of the Local Government Unit.

"Authorized Investments" means: (a) **as to the proceeds of the Bonds:** (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits or share accounts of institutions (including the Sinking Fund Depository) insured by the Federal Deposit Insurance Corporation, Federal Savings & Loan Insurance Corporation, or National Credit Union Share Insurance Fund, to the extent that such accounts are so insured, and, for any amounts above the insured maximum, if approved collateral as provided by law is pledged by the depository (including collateral pooled in accordance with the Act of August 6, 1971, P.L. 281, No. 72, relating to pledges of assets to secure deposits of public funds); and (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and (b) **as to moneys at any time on deposit in the Sinking Fund:** (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America includes money market funds invested solely in such obligations, including any such funds maintained by the Sinking

Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits must be secured as public deposits or as trust funds. However, in all events the investments must be made in a manner consistent with sound business practice and, if required for prompt expenditure, must be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value is to be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

"Bonds" means the General Obligation Bonds, Refunding Series 2004, in the aggregate principal amount of \$39,885,000, which are hereinafter authorized to be issued, sold and delivered for purposes of the Project, and which constitute instruments imposing an obligation upon the Local Government Unit for the repayment of money borrowed. The Bonds will be printed substantially in the forms provided in Section 4.13 and will fall within the definition of "Security" set forth in, and otherwise will be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds.

"Bond Counsel" means Wayne D. Gerhold, Esq., Pittsburgh, Pennsylvania and R. Darryl Ponton & Associates, Pittsburgh, Pennsylvania.

"Bond Insurance Policy" means that standard policy of insurance, to be issued in order to insure timely payment of the principal of and interest on the Bonds to the owners thereof, upon satisfaction of all preconditions set forth in the Bond Insurance Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves.

"Dated Date" means February 24, 2004.

"Debt Ordinance" means this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. The term applies whether, under the law and current practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer(s)" means and includes, individually or jointly, the President of the Board of Public Education, the Vice Presidents, the Secretary and Assistant Secretaries (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the Local Government Unit hereby authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

"Financial Advisor" means Public Financial Management, Inc., Two Logan Square, Suite 1600, 18th & Arch Streets, Philadelphia, PA 19103.

"First Interest Payment Date" means September 1, 2004

"Governing Body" means the Board of Public Education of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy, taxes within the Local Government Unit.

"Insurer" Financial Security Assurance, 350 Park Avenue, New York, New York 10022

"Interest Payment Date(s)" means, singularly or jointly, March 1 and September 1 of each year during the term of the Bonds, commencing with the First Interest Payment Date.

"Local Government Unit" means The School District of Pittsburgh, situated in the County of Allegheny, a school district of the first class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, particularly the Public School Code of 1949, as amended.

"Mandatory Redemption Date(s)" is a term not relevant to this transaction.

"Maturity Date(s)" means March 1 of the years 2005 through 2014, inclusive.

"Optional Redemption Date" is a term not relevant to this transaction. The Bonds are not subject to optional redemption.

"Prior Bonds" means a portion of the School District's General Obligation Bonds, Series A of 1996, Series of 1997, Series of 1998 Series of 1999 and Series of 2000 which are listed in Exhibit D attached hereto.

"Project" means the payment of the costs associated with: (1) advance refunding of the Prior Bonds, in order to achieve debt service savings over the life of the respective series and (2) paying all costs and expenses incurred by the School District in connection with the issuance and sale of the Bonds.

Reasonable estimates of the cost of the Project, which is not less than the principal amount of the indebtedness authorized hereby, together with the estimated useful life of the capital assets financed by the proceeds of the Prior Bonds (being, on a weighted average, in excess of twenty (20) years), have been obtained with the assistance of engineers, architects, financial advisors and other persons qualified by experience. Nothing contained herein prohibits the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project.

"Purchase Price" means \$42,945,894.50, representing 99.545% of the principal amount of the bonds, plus net original issue premium in the amount of \$3,242,371.25, together with accrued interest to the date of delivery of the Bonds.

"Purchase Proposal" means the written agreement of even date for the purchase and sale of the Bonds, as executed and presented by the Purchaser, and accepted by the Local Government Unit by the enactment of this Debt Ordinance.

"Purchaser" means UBS Financial Services Inc., 1285 Avenue of the Americas, New York, NY 10019.

"Rating Agency(ies)" means singularly or collectively, Moody's Investors Service and Standard & Poor's Rating Group.

"Record Date(s)" means, singularly or jointly, February 15 and August 15 of each year during the term of the Bonds, as each such date precedes a respective Interest Payment Date.

"Redemption Price" means 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption.

"Sinking Fund Depository" means National City Bank of Pennsylvania, a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania, having its principal corporate trust office at 20 Stanwix Street, 16th Floor, Pittsburgh, PA 15222-4802. The bank will assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and will further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing, if the payment of the Bonds has been insured to the owners by a duly issued and outstanding Bond Insurance Policy, the Sinking Fund Depository must be, and remain at all times, acceptable to the Insurer, who will be empowered to request of the Local Government Unit the appointment of a successor for cause shown.

"Solicitor" means Stephanie Royal, Esq., 341 South Bellefield Avenue, Pittsburgh, PA 15213 and Law Offices of Ira Weiss, 503 Fort Pitt Commons Building, 445 Fort Pitt Boulevard.

"Term Bonds" is a term not relevant to this transaction

--END OF ARTICLE 1--

ARTICLE 2 -- AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of nonelectoral debt in the aggregate principal amount of this Series of Bonds for the purposes of the Project; such debt will be evidenced by the Bonds, to be issued, sold and delivered according to the provisions of this Debt Ordinance and the Debt Act, as general obligations of the Local Government Unit.

Section 2.02. Preparation of Debt Statement; Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by Chapter 81, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of debt with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates. The Local Government Unit hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of forty years or the useful life of the Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond one year from the date of expected completion of the Project; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed either: (a) so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(c) of the Debt Act; or (b) in the alternative, in the event that an Exhibit B has been properly completed and is attached to this Debt Ordinance and thereby incorporated by reference herein, so that the debt service on outstanding debt of the Local Government Unit (being the Bonds, together with such other debt as has been identified on Exhibit B or provided to the Pennsylvania Department of Community and Economic Development) will be brought more nearly into an over-all level annual debt service plan.

Section 2.05. Compliance with Section 8144 of the Debt Act. Attached hereto as Exhibit C and thereby incorporated herein is a schedule of interest rate yields which demonstrate compliance with Section 8144 of the Debt Act.

--END OF ARTICLE 2--

ARTICLE 3 -- SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds will be general obligations of the Local Government Unit. The Local Government Unit hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of the debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amounts of debt service covenanted to be paid are set forth in Exhibit A, attached to this Debt Ordinance and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein prohibits or restrains the authorization, issuance, sale or delivery of additional general obligation bonds or notes of the Local Government Unit on a parity with this Series of Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The Local Government Unit does hereby create, and order to be established (in its name and identified by reference to the Series of Bonds), a Sinking Fund for the payment of the Bonds with the Sinking Fund Depository, and does further covenant to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The Local Government Unit covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 1003 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund hereafter established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if

subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of a Designated Officer, be invested in Authorized Investments.

Authorized Investments must mature or must be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund must be applied exclusively to the payment of the Bonds as they become due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof will be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund must remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted under Section 3.01 hereof to be deposited therein; provided, however, that the obligation of the Local Government Unit to pay the Bonds is, and will remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

--END OF ARTICLE 3--

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds will be identified by the Dated Date, will be dated as of the Authentication Dates, will bear (or accrue) interest at the rate(s) (or yield(s)), payable or compounded on the appropriate Interest Payment Dates, and will mature on the Maturity Dates and in the principal amounts (or maturity amounts) set forth in Section 3.01.

Section 4.02. Optional Redemption. The Bonds are not subject to optional redemption.

Section 4.03. Mandatory Redemption. The Bonds are not subject to mandatory redemption.

Section 4.04. Book Entry System. The Bonds will be issued in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the Local Government Unit or the Sinking Fund Depository either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee transfers record ownership of all or any portions of the Bonds on the Register (as such term defined in Section 4.08), in connection with discontinuing the book entry system.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the Local Government Unit or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The Local Government Unit and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the

purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the Local Government Unit nor the Sinking Fund Depository will have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the Registered Owners under this Ordinance will be given to DTC as provided in the blanket representation letter delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the Local Government Unit or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the Local Government Unit or the Sinking Fund Depository may establish a special record date for such consent or other action. The Local Government Unit or the Sinking Fund Depository must give DTC notice of the special record date not less than 10 days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the Local Government Unit and the Sinking Fund Depository, DTC determines to resign as securities depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the Local Government Unit determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the Local Government Unit. In either of such events (unless in the case described in clause (2) above, the Local Government Unit appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Local Government

Unit or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the Local Government Unit and the Sinking Fund Depository to do so, the Local Government Unit and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.05. Interest Payments; Accrual. The Bonds will bear interest, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, further, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bonds is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.06. Record Date; Payments on Default. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date, Redemption Date or Maturity Date will be entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such payment date.

When, if, and to the extent, the Local Government Unit defaults in the payment of any amount due, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which must be mailed to all Registered Owners of Bonds not less than ten days prior to the Special Record Date.

Section 4.07. Funds for Payment. The Bonds will be payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of the Bonds will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at the address that appears in the Register, following presentation at the offices of the Sinking Fund Depository.

Section 4.08. Registration and Transfer. The Local Government Unit shall cause to be kept with the Sinking Fund Depository, in its capacity as Registrar, a Register in which, subject to reasonable regulations, the Local Government Unit will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register.

Upon surrender for registration of transfer of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository will authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same principal amount, as the Bond so surrendered.

Any Bond will be exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same principal amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the Local Government Unit must execute, and the Sinking Fund Depository must authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange is entitled to receive.

All Bonds issued upon any registration of transfer or exchange will be valid obligations of the Local Government Unit, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered must be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository, duly executed by the owner thereof or the duly authorized agent or legal representative of the owner.

No service charge will be imposed on any Registered Owner for any transfer or exchange of any Bond, but the Local Government Unit may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the Local Government Unit, nor the Sinking Fund Depository, will be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be redeemed; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds will be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.09. Execution and Authentication. The Bonds will be executed on behalf of the Local Government Unit by the Designated Officers, and will have a facsimile of the corporate seal of the Local Government Unit affixed thereto, duly attested. The Bonds will be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository. No Bond will be valid until the Certificate of Authentication has been duly executed and such authentication will be the

conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.10. Notices, Selection of Bonds for Redemption. Notice of any redemption must be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Insurer and the Rating Agency. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond will affect the validity of the proceedings for the redemption of any other Bond. If the Local Government Unit has duly given notice of redemption and has deposited funds for the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds will cease to accrue after the redemption date.

Notices of redemption must be dated and must state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective principal amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but must state that no representation is made as to the correctness of the numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption, and that interest thereon will cease to accrue from and after that date; and (f) that the Bonds are to be surrendered for payment at the principal corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository will select by lot the Bonds to be redeemed at such time.

Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the maturity amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository will assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and will treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository will authenticate and deliver to the owner a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a maturity amount equal to the unredeemed portion of the Bond surrendered.

Section 4.11. Temporary Bonds. Bonds in definitive form must be fully engraved or typewritten, or printed or lithographed on steel-engraved borders. Until bonds in definitive form are ready for delivery, the Local Government Unit may execute, and upon

request the Sinking Fund Depository must authenticate and deliver, in lieu thereof and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten bonds in temporary form, substantially in the form described in Section 4.13, and with appropriate omissions, variations and insertions. Until exchanged for bonds in definitive form, such bonds in temporary form will be valid obligations entitled to the benefit of this Debt Ordinance. The Local Government Unit must, without unreasonable delay, prepare, execute and deliver to the Sinking Fund Depository, and thereupon, upon the presentation and surrender of any bond or bonds in temporary form, the Sinking Fund Depository shall authenticate and deliver, in exchange therefor, a bond or bonds in definitive form of the same maturity for the same aggregate maturity amount as the bond or bonds in temporary form surrendered. Such exchange will be made by the Local Government Unit at its own expense and without making any charge therefor.

Section 4.12. Bonds Lost or Destroyed. Upon receipt by the Local Government Unit and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the Local Government Unit may, in its discretion, execute and thereupon the Sinking Fund Depository must authenticate and deliver a new Bond of the same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, lost or stolen. The Local Government Unit may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of expenses, including counsel fees. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, will constitute an original additional and independent contractual obligation on the part of the Local Government Unit whether or not the Bond so alleged to be destroyed, lost or stolen is at any time enforceable by anyone, and will be equally and proportionately entitled to the benefits of this Debt Ordinance with all other Bonds issued hereunder, and all limitations and debt limits imposed by the Debt Act will be increased to the extent necessary to validate such new Bonds.

Section 4.13. Form of the Bonds. The Bonds will be substantially in the following form(s):

THE SCHOOL DISTRICT OF PITTSBURGH
(ALLEGHENY COUNTY, PENNSYLVANIA)
GENERAL OBLIGATION BOND, Refunding Series 2004

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The School District of Pittsburgh (Allegheny County, Pennsylvania) (the "Local Government Unit"), a school district of the first class A of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth, for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay, as a General Obligation of the Local Government Unit, to the Registered Owner hereof, on the Maturity Date stated above, upon presentation and surrender hereof (unless this Bond, if redeemable, has been duly called for previous redemption and payment of the Redemption Price made or provided for) the Principal Amount stated above and to pay interest thereon at the Interest Rate per annum stated above, semiannually on March 1 and September 1 in each year during the term of this Bond from the most recent September 1 and March 1, respectively, to which interest has been paid or provided for (or from the Dated Date if the Authentication Date of this Bond precedes September 1, 2004, which is the first date for payment of interest) until full payment of the Principal Amount to the Registered Owner has been made or provided for.

The principal of, interest on, and premium, if any, on this Bond are payable in the coin or currency of the United States of America that, at the time and place of payment, is legal tender for payment of public and private debts, at the principal corporate trust office of National City Bank of Pennsylvania, Pittsburgh, Pennsylvania, in its capacity as Sinking Fund Depository, Paying Agent and Registrar (the "Sinking Fund Depository"); provided that, absent written demand by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, periodic payments of current interest will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the Registered Owner on the appropriate Record Date at the address that appears on the Register described below, and that payment of principal will be made in like manner following presentation at the offices of the Sinking Fund Depository.

This Bond will not be valid or become obligatory for any purpose unless the Certificate of Authentication is signed by the manual signature of an authorized officer of the Sinking Fund Depository.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE LOCAL GOVERNMENT UNIT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC) **ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Bond is one of a duly authorized series of bonds, designated "General Obligation Bonds, Refunding Series 2004" of the Local Government Unit (the "Bonds"), issued in accordance with the Local Government Unit Debt Act of the General Assembly of the Commonwealth of Pennsylvania, Act of December 19, 1996 (P.L. 1158, No. 177, as amended (the "Debt Act"), pursuant to all the terms and provisions of the formal action of the Local Government Unit (the "Debt Ordinance"), and with the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

Interest payable on any Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the February 15 or August 15 (the "Record Date") immediately preceding the applicable Interest Payment Date. Any interest which is not deposited with the Sinking Fund Depository on or before any Interest Payment Date for payment to the Registered Owner of record on the Record Date will forthwith cease to be payable to such Registered Owner on the Record Date, and will be paid to the person in whose name this Bond is registered on a Special Record Date for the payment of such defaulted interest to be fixed by the Sinking Fund Depository, notice of which shall be given to all Registered Owners not less than 10 days prior to the Special Record Date.

The Bonds are not subject to optional redemption.

The Bonds are not subject to mandatory redemption.

The Local Government Unit, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Sinking Fund Depository to use such numbers in notices of redemption and other notices, if any, as a convenience to the Registered Owners of the Bonds. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

This Bond may be transferred or exchanged only on the Register maintained by the Local Government Unit at the offices of the Sinking Fund Depository upon surrender hereof by the Registered Owner at such office duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the Registered Owner or the duly authorized agent or legal representative of the Registered Owner, in each case, in form and with a guaranty of signature satisfactory to the Local Government Unit and the Sinking Fund Depository. No service charge will be imposed on any Registered Owner of any Bond for any transfer or exchange of any Bond, but the Local Government Unit may require payment of any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The Local Government Unit is not required to register the transfer or exchange of any Bond: (a) during the period of fifteen (15) business days before any date of selection of Bonds to be redeemed or (b) after such Bond has been selected for redemption.

Subject to the provisions of this Bond and of the Debt Ordinance, the Sinking Fund Depository may treat the Registered Owner of this Bond as the absolute owner hereof, for all purposes, whether or not this Bond is overdue, and neither the Local Government Unit nor the Sinking Fund Depository will be affected by any notice to the contrary.

This Bond is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants with the Registered Owner of this Bond to include the amount necessary to pay the debt service hereon, in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general revenues to the payment of the debt service and to duly and punctually pay or cause to be paid from its Sinking Fund or any other of its revenues or funds the principal of this Bond and the interest hereon on the dates, at the place and in the manner stated herein, according to the true intent and meaning hereof.

It is hereby certified that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Local Government Unit, is within every debt and other limit applicable to the Local Government Unit prescribed by the Constitution and the laws of the Commonwealth of Pennsylvania; that the Local Government Unit has established with the Sinking Fund Depository a Sinking Fund for this Bond and will deposit therein amounts sufficient to pay the principal of and interest on this Bond when due and payable; and that for the prompt and full payment of all obligations under this Bond, the full faith, credit and taxing power of the Local Government Unit are hereby irrevocably pledged.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon, against any officer, agent, attorney or employee, past, present or future, of the Local Government Unit, as such, either directly or through the

Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance and acceptance of this Bond.

IN WITNESS WHEREOF, the Local Government Unit has caused this Bond to be duly executed in its name by the facsimile signature of its President of the Board of Public Education, together with a facsimile of its corporate seal affixed hereto duly attested by the facsimile signature of an Assistant Secretary, and dated as of the Date of its Authentication.

ATTEST:

THE SCHOOL DISTRICT OF
PITTSBURGH

Assistant Secretary

President, Board of Public Education

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the issue of \$39,885,000 The School District of Pittsburgh (Allegheny County, Pennsylvania), General Obligation Bonds, Refunding Series 2004 authorized by the within-mentioned Debt Ordinance.

The Opinion attached hereto are the opinions of Wayne D. Gerhold, Esq. and R. Darryl Ponton & Associates, Co-Bond Counsel, each of Pittsburgh, Pennsylvania, executed counterparts of which, dated the date of delivery of and payment for the Series of Bonds of which this Bond is one, is on file at the offices of the Sinking Fund Depository.

NATIONAL CITY BANK OF
PENNSYLVANIA,
as Sinking Fund Depository
and Paying Agent

AUTHENTICATION DATE:

Authorized Officer

_____, 20

TEXT OF OPINIONS OF WAYNE D. GERHOLD, ESQ. AND R. DARRYL PONTON & ASSOCIATES DELIVERED IN RESPECT OF \$39,885,000 THE SCHOOL DISTRICT OF PITTSBURGH (ALLEGHENY COUNTY, PENNSYLVANIA) GENERAL OBLIGATION BONDS, REFUNDING SERIES 2004.

[OPINION OF BOND COUNSEL]

[TEXT OF BOND INSURANCE LEGEND, IF ANY]

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers
unto

Please insert Social Security
or other identifying number
of assignee

Please print or typewrite name and address
including postal zip code of transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated

Signature(s) Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
an approved Signature Guarantee
Medallion Program.

NOTICE: The signature(s) to
this assignment must
correspond with the name(s) as
written upon the face of the
Bond, in every particular,
without alteration or
enlargement, or any change
whatever.

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository will maintain the Sinking Fund as a separate account and will, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository will return to the Local Government Unit all moneys deposited and held in a Sinking Fund for the payment of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder will relieve the Local Government Unit of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized bond registration agent performing similar services), the Sinking Fund Depository must undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its Participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it will not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in the appointment and retention of such person, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own gross negligence or willful misconduct. The Sinking Fund Depository will be protected and will incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the Local Government Unit full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the Local Government Unit, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the Local Government Unit not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as it may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Sinking Fund Depository in good faith will be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository will be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other communications made to and received by the Local Government Unit in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal; Resignation. The Sinking Fund Depository will serve in such capacity at the will of the Local Government Unit and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor must be, and remain at all times, acceptable to the Insurer, who will be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the Local Government Unit and the Registered Owners, specifying the date when the resignation will take effect, in the manner required for bond redemption notices in Section 4.10 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor sinking fund depository has been appointed by the Local Government Unit as hereinbefore provided, in which event the resignation will take effect immediately on the appointment of the successor.

Section 5.09. Duties upon Default. If the Local Government Unit fails or refuses to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of the failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Secretary of the Department of Education of the failure or refusal, in order to facilitate its duties regarding the withholding of State appropriations for payment to the Sinking Fund Depository

pursuant to Section 633 of the Public School Code of 1949, as amended; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent (25%) in principal amount of outstanding Bonds and upon being indemnified against cost and expense must, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and must disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository will diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of the Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

--END OF ARTICLE 5--

ARTICLE 6 -- DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provision of Section 6.06, if applicable, if the Local Government Unit fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of the county in which the Local Government Unit is located, (or, if located in more than one county, then of either) shall after a hearing held upon such notice to the Local Government Unit as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by the Designated Officer until the sum on deposit in the Sinking Fund is equal to the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06, if applicable, if the Local Government Unit fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, when due and payable, and the failure continues for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in an action in assumpsit in the Court of Common Pleas of the county in which the Local Government Unit is located (or, if located in more than one county, then of either). The judgment recovered will have an appropriate priority upon the moneys next coming into the treasury of the Local Government Unit.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06, if applicable, but notwithstanding any other provision in this Debt Ordinance, if the Local Government Unit defaults in the payment of the principal of or the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the Local Government Unit fails to comply with any provision of the Bonds or this Debt Ordinance, the Registered Owners of twenty-five percent in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed in the office for the recorder of deeds in the county in which the Local Government Unit is located, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such bonds or notes, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it must, in his, her or its own name take one or more of the actions set forth below and the taking of such actions will preclude similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the Local Government Unit to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing them;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon such notice to the owners of assessable real estate as the Court may prescribe, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the Local Government Unit, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the Local Government Unit to collect, such amounts as by foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto will have the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the Local Government Unit, declare the unpaid principal of all the Bonds to be, and it will thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults are made good, then to annul such declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section will have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of a principal amount of such Bonds sufficient to remove the originally appointed trustee.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto must be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, will constitute taxable costs, and all such costs and disbursements allowed by the court will be deemed additional principal due on the Bonds, and will be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds will, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available is not sufficient to pay any installment in full, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which has become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available is not sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference;

(b) If the principal of all the Bonds has become or has been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder. Payment of the Bonds will be insured to the Registered Owners by the Bond Insurance Policy hereby authorized to be purchased upon the issuance and delivery of the Bonds.

No provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds will be effectuated without the consent of the Insurer, so long as the terms of the Bond Insurance Policy are being fully met and satisfied.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the Local Government Unit to the Registered Owners of the Bonds, under this Debt Ordinance and under the Debt Act, shall continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of such Registered Owners. Accordingly, the Sinking Fund Depository must abide and follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interest as subrogee within its records and on its books.

--END OF ARTICLE 6--

ARTICLE 7 -- AMENDMENTS AND MODIFICATIONS

Section 7.01. Amendments Without Consent. The Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who must accept the same, debt ordinances amending, modifying or supplemental hereto that are not inconsistent with the terms and provisions hereof and which do not adversely affect the rights of the Registered Owners of the Bonds (which modifying or supplemental debt ordinances will thereafter form a part hereof) for the following purposes:

- (a) to cure any ambiguity, formal defect or omission in this Debt Ordinance;
- (b) to grant or confer upon the Sinking Fund Depository for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred thereupon;
- (c) to add to this Debt Ordinance additional covenants and agreements thereafter to be observed by, or to surrender any right or power herein reserved to or conferred upon, the Local Government Unit; or
- (d) to amend the definition of the Project and change the purposes of the Bonds, in compliance with all provisions of the Debt Act.

Section 7.02. Amendments With Consent. With the consent of the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in outstanding principal amount of the Bonds, (and with the consent of the Insurer, if any) the Local Government Unit may, from time to time and at any time, enact, execute, file with the Department and deliver to the Sinking Fund Depository, who shall accept the same, debt ordinances amending, modifying or supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Debt Ordinance or of modifying in any manner the rights of the Registered Owners of the Bonds; provided, however, that no such modifying or supplemental debt ordinance shall: (1) extend the fixed maturity date of any Bond, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, or reduce any premium payable upon the redemption thereof, without the consent of the Registered Owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds, the Registered Owners of which are required to consent to any such modification or supplement, without the consent of the Registered Owners of all Bonds then outstanding. The consent of the Registered Owners for the particular form of any proposed modification or supplement is not necessary, if the consent approves the substance thereof.

Section 7.03. Acceptance of Amendment. The Sinking Fund Depository shall accept any amending, modifying or supplemental debt ordinance which the Local Government Unit is authorized to execute hereunder upon delivery of the following:

(a) The amending, modifying or supplemental debt ordinance, duly executed with proof of filing with the Department; and

(b) An opinion of Bond Counsel to the effect that such amending, modifying or supplemental debt ordinance was properly enacted, executed and delivered pursuant to: (i) the provisions of Section 7.01 hereof; or (ii) the provisions of Section 7.02 hereof and that the consent of the Registered Owners of the Bonds required hereunder has been secured, and that, in all events, the enactment, execution and delivery of such debt ordinance complies with all applicable requirements of law, including the Debt Act.

Section 7.04. Effect of Amendment. Upon the execution of any amending, modifying or supplemental debt ordinance pursuant to the provisions of this Article, this Debt Ordinance will be and be deemed to be amended, modified and supplemented in accordance therewith, and the respective rights, limitation of rights, obligations, duties and immunities of parties hereunder will thereafter be determined, exercised and enforced hereunder subject in all respects to the amendments, modifications and supplements, and all the terms and conditions of any such debt ordinance will be and be deemed to be part of the terms and conditions of this Debt Ordinance for any and all purposes.

Section 7.05. Notice of Amendment. Notice, including a summary description, of any amending, modifying or supplemental debt ordinance once effectuated will be confirmed promptly to all Registered Owners, and will be given to the Rating Agency and the Insurer in the same manner provided for notices of redemption in Section 4.10.

--END OF ARTICLE 7--

ARTICLE 8 -- DISCHARGE OF DEBT ORDINANCE

Section 8.01. If the Local Government Unit pays or causes to be paid unto the Registered Owners the principal of, the interest on and the premium, if any, on the Bonds, at the times and in the manner stipulated therein, then this Debt Ordinance and the estate and rights hereby granted will cease, determine and be void, and thereupon the Sinking Fund Depository will release, cancel and discharge the lien and obligations of this Debt Ordinance and deliver to the Local Government Unit any funds or documents at the time subject to the lien of this Debt Ordinance which may then be in its possession; provided, however, that until such time as full and complete payment is so made, this Debt Ordinance will be and remain in full force and effect.

Bonds, for the payment or redemption of which cash and/or securities which upon maturity will yield funds in the full amount required therefor shall have been deposited with the Sinking Fund Depository, whether upon or prior to the Maturity Date or the Redemption Date of such Bonds, will be deemed to be paid within the meaning of this Article, provided, however, that if such bonds are to be redeemed prior to the Maturity Date(s) thereof, notice of the redemption must have been duly given or adequate provision made thereof.

In the event that the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, the Bonds will remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Local Government Unit, until full, proper and complete payment and reimbursement is made to the Insurer by the Local Government Unit pursuant to the Bond Insurance Policy.

--END OF ARTICLE 8--

ARTICLE 9 - FEDERAL INCOME TAX COVENANTS

Section 9.01. Compliance in General. The Local Government Unit hereby states its intention to comply with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code"); the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon the instruction of Bond Counsel, all those acts necessary and proper to the maintenance of the exclusion from gross income of the interest on the Bonds to the Registered Owners thereof conferred by those Sections, as interpreted by applicable regulations, rulings or other pronouncements of the Secretary of the United States Department of the Treasury.

Section 9.02. Not a Private Activity Bond; Taxing Powers. The Local Government Unit covenants that the Bonds are not an issue: (1)(a) more than 10 percent of the proceeds of which are to be used for any private business use, and (b) the payment of the principal of, or the interest on, more than 10 percent of the proceeds, directly or indirectly, is (x) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (y) to be derived from payments in respect of property, or borrowed money, used or to be used for a private business use; nor (2) the proceeds of which, in an amount exceeding the lesser of five percent of such proceeds, or \$5,000,000, are to be used to make or finance loans to persons other than governmental units.

The Local Government Unit certifies that it is a political subdivision and governmental unit with general taxing powers.

Section 9.03. Non-Arbitrage. The Local Government Unit covenants that no portion of the proceeds of the Bonds is reasonably expected (at the time of issuance of the Bonds) to be used, nor will intentionally be so used, directly or indirectly, (1) to acquire higher yielding investments, or (2) to replace funds which were used directly or indirectly to acquire higher yielding investments. This prohibition does not apply to proceeds invested in higher yielding investments (a) for a reasonable temporary period until such proceeds are needed for the purpose of the Bonds or (b) as a part of a reasonably required reserve or replacement fund. For these purposes, "higher yielding investment" means any investment property (generally, a security or debt obligation) that produces a yield over the term of the Bonds which is materially higher than the yield on the Bonds, but does not include any tax-exempt bond.

Section 9.04. Required Rebate. The Local Government Unit covenants to pay and rebate its arbitrage profits (being an amount equal to the sum of: (1) the excess of (a) the amount earned on all nonpurpose investments over (b) the amount which would have been earned if the nonpurpose investments were invested at a rate equal to the yield on the Bonds; plus (2) any income attributable to said excess [provided, further, that any gain or loss on the disposition of a nonpurpose investment will be taken into account] to the United States in accordance with the provisions of Section 148(f) of the Tax Code and regulations

thereunder, but only as and to the extent that none of the following exceptions apply to the Local Government Unit.

Exceptions. Rebate to the United States as described above shall not be required of the Local Government Unit if, and in the event that any one of the following exceptions applies: (i) **SIX MONTH SAFE HARBOR** -- the gross proceeds of the Bonds are expended for the Project by no later than the day which is six months after the date of issuance of the Bonds, or, the gross proceeds, except the lesser of five percent of the gross proceeds of the Bonds, or \$100,000, are so expended by said date and such remaining portion is expended by no later than the day which is one year after the date of issuance of the Bonds; (ii) **18-MONTH SPEND-DOWN** -- the following cumulative percentages of the gross and investment proceeds of the Bonds are expended for the Project by no later than the day which is the indicated period of time following the date of issuance of the Bonds: 15% -- six months; 60% -- one year; 100% -- eighteen months (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after eighteen months, but not in excess of thirty months); (iii) **TWO YEAR SPEND-DOWN (CONSTRUCTION ISSUES ONLY)** -- the following cumulative percentages of available construction proceeds of the Bonds are expended for the Project by no later than the day which is the indicated respective period of time following the date of issuance of the Bonds: 10% -- six months; 45% -- one year; 75% -- eighteen months; 100% -- two years (except that not more than 5%, representing only reasonable retainage on the costs of the Project, may remain unexpended after two years, but not in excess of three years); or (iv) **SMALL ISSUER** -- (a) 95 percent or more of the net sale proceeds (being gross proceeds minus amounts deposited into a reasonably required reserve fund) of the Bonds is to be used for local governmental activities of the Local Government Unit (or a subordinate entity), and (b) the aggregate face amount of all tax-exempt bonds, other than private activity bonds, issued by the Local Government Unit, and all subordinate entities thereof (but not including any bond not outstanding or to be redeemed, as may be excluded under prevailing interpretations of the Tax Code and regulations thereunder), during the calendar year in which the Bonds are issued, is not reasonably expected to exceed \$15,000,000.

For these purposes, "gross proceeds" means any proceeds and replacement proceeds of the Bonds, "available construction proceeds" has the meaning used in §148(f)(4)(C)(vi) of the Tax Code, "sale proceeds" means all amounts actually or constructively received from the sale of the Bonds, except accrued interest on the Bonds deposited to the Sinking Fund, and "nonpurpose investment" means any investment property acquired with the gross proceeds of the Bonds and not required to carry out the governmental purpose of the Bonds.

A Designated Officer is hereby authorized and directed to contract with Bond Counsel, at its customary, usual and reasonable schedule of fees, for its services in calculating required rebate payments and making necessary reports to and filings with the United States on a periodic basis as required by the Tax Code and the rulings and regulations thereunder.

Section 9.05. Information Reporting. The Local Government Unit must prepare, or cause to be prepared, execute and submit to the Secretary IRS Form 8038-G (or 8038-GC, as applicable) according to all the requirements for information reporting contained in Section 149(e) of the Tax Code.

--END OF ARTICLE 9--

ARTICLE 10 - FEDERAL SECURITIES LAW COVENANTS

Section 10.01. Compliance in General. The Local Government Unit hereby states its intention to comply, and to facilitate compliance by the Purchaser and other related parties, with all the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), including for this purpose the related body of securities disclosure and anti-fraud laws; the Local Government Unit represents and covenants that it has undertaken and performed, and will undertake and perform, or, as appropriate, discontinue, upon appropriate instructions of Bond Counsel or otherwise, all those acts necessary and proper to achieve compliance with the Rule, as interpreted by applicable regulations, rulings or other pronouncements of the Securities and Exchange Commission, or other appropriate regulatory body.

Section 10.02. Official Statement. The Local Government Unit acknowledges that preparation of the Official Statement by the Financial Advisor and/or the Purchaser was done on its behalf and for its benefit, as an agent, and that, in particular, while matters of style and format may have originated with the Financial Advisor or Purchaser, all substantive data and information was provided by the Local Government Unit. The Local Government Unit, upon review as to completeness and accuracy, hereby deems the Preliminary Official Statement final as of its date, and certifies the Preliminary Official Statement did not and does not, as of its date and as of this date, contain any untrue statements of a material fact or omit to state any material fact which should be included therein in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, as required by statute, regulation or substantive law. The distribution of the Preliminary Official Statement by the Financial Advisor or Purchaser is hereby ratified and approved.

The Local Government Unit hereby covenants to provide a final Official Statement to the Financial Advisor and Purchaser within seven business days of this date. The Designated Officer is hereby authorized and directed to execute the same with such completions therein from the preliminary document as may be necessary and, provided further, that execution of a certificate concurrently upon, or subsequent to, preparation of the final Official Statement, including any settlement certificate, by a Designated Officer, regarding the truth and accuracy of the final Official Statement is tantamount to execution of the original document and full and sufficient authority for the printing of one or more conformed signatures therein. The Local Government Unit hereby covenants that the same representations regarding finality and completeness made regarding the Preliminary Official Statement will be true of the final Official Statement as of its date and as of Settlement. The Financial Advisor and Purchaser are authorized to use the final Official Statement in connection with the sale of the Bonds.

Section 10.03. Continuing Disclosure. The Local Government Unit will execute and deliver a Continuing Disclosure Certificate under which it will agree to provide or cause to be provided (i) annual financial information and operating data, and (ii) timely notice of the occurrence of certain material events with respect to the Bonds. The

Purchaser's obligation to purchase the Bonds is conditioned upon its receipt of the Continuing Disclosure Certificate, at or prior to the delivery of the Bonds, in form and substance reasonably satisfactory to the Purchaser.

--END OF ARTICLE 10--

ARTICLE 11 - SALE OF BONDS; SETTLEMENT

Section 11.01. Award to Purchaser. After due consideration of sundry factors, including professional assistance and current market conditions, the Governing Body hereby determines that a private sale by negotiation of the Bonds is in the best financial interest of the Local Government Unit.

The Bonds are hereby awarded and sold at private sale by negotiation to the Purchaser at the Purchase Price, in accordance with all the terms of the Purchase Proposal. The Designated Officers are authorized and directed to sign such Purchase Proposal, return it to the Purchaser and file a copy of the same with the records of the Local Government Unit and the Pennsylvania Department of Community and Economic Development.

Section 11.02. Delivery of Bonds. The Designated Officers are hereby authorized and directed to deliver the Bonds to the Sinking Fund Depository for authentication and thereafter to the Purchaser against confirmed receipt of the Purchase Price thereof.

Section 11.03. Clearing Fund. The Designated Officers are hereby authorized and directed to establish with the Sinking Fund Depository, in the name of the Local Government Unit, a one-day demand deposit account to facilitate the settlement of the Bonds, designated the "Clearing Fund". The Purchase Price shall be deposited into the Clearing Fund immediately upon receipt and the Designated Officer are, hereby authorized and directed to transfer and invest funds, to pay all necessary, usual and proper costs of issuance of the Bonds, to execute and deliver documents and to do all other acts, upon advice of Bond Counsel or Solicitor, that are reasonable and necessary to ensure a satisfactory settlement of the sale of the Bonds and a proper application of the proceeds of the Bonds to the Project.

Section 11.04. Expeditious Settlement. The Local Government Unit hereby authorizes and directs Bond Counsel or Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Bonds.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including, without limitation, application and qualification for certain bond ratings and/or policy(ies) of bond insurance, establishment of bank accounts with authorized depositories for the deposit and management of Bond proceeds and other Project funds, purchase of necessary investments, retention of professionals, bond printing, and execution and delivery of any certificates, orders and agreements that may be necessary, in the opinion of Bond Counsel or Solicitor, for settlement of the sale of the Bonds.

The Designated Officers are hereby specifically authorized and directed to establish with J.P. Morgan Trust Company, National Association or National City Bank of Pennsylvania, in trust for the owners of the Prior Bonds, an escrow account pursuant to the terms of an Escrow Trust Agreement or other similar instructions for the deposit and maintenance of securities pledged to the payment of the Prior Bonds, as they become due and payable until their call for redemption. The Designated Officers are hereby authorized and directed to contract with J.P. Morgan Trust Company, National Association and/or National City Bank of Pennsylvania, as appropriate for its respective services in the capacity of Escrow Trustee.

Section 11.05. Approval of Department of Education. The Designated Officer is hereby authorized and directed to prepare such materials and make such filings, applications and solicitations that are necessary to obtain the appropriate approval of the Department of Education of the issuance of the Bonds and the matters contemplated hereby, including any approvals for reimbursement of debt service payments.

--END OF ARTICLE 11--

ARTICLE 12 - MISCELLANEOUS

Section 12.01. Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 12.02. Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Registered Owners, from time to time, of the Bonds.

Section 12.03. Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 12.04. Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of, and in favor of, the rights of the owners of the Bonds, whose rights shall not be impaired.

Section 12.05. Benefitted Parties. Nothing in this Debt Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Local Government Unit, the Sinking Fund Depository, the Registered Owners of the Bonds (and the Insurer, if any), any right, remedy or claim under or by reason of this Debt Ordinance or any covenant, condition or stipulation hereof; and all of the covenants, stipulations, promises and agreements in this Debt Ordinance contained by and on behalf of the Local Government Unit shall be for the sole and exclusive benefit of such persons.

Section 12.06. Severability. If any one or more of the covenants or agreements provided in this Debt Ordinance on the part of the Local Government Unit or the Sinking Fund Depository to be performed shall for any reason be held to be illegal or invalid or otherwise contrary to law, then such covenant or covenants or agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements, but shall in no way otherwise affect the validity of this Debt Ordinance.

Section 12.07. No Personal Liability. No covenant or agreement contained in the Bonds or in this Debt Ordinance shall be deemed to be the covenant or agreement of any member, officer, agent, attorney or employee of the Local Government Unit in his individual capacity, and neither the members of the Governing Body nor any Designated Officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 12.08. Counterparts. This Debt Ordinance may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; but such counterparts shall constitute but one and the same instrument.

--END OF ARTICLE 12--

DULY ADOPTED by the Governing Body of the Local Government Unit, in
lawful session assembled, on January 21, 2004.

[SEAL]

THE SCHOOL DISTRICT OF PITTSBURGH

President, Board of Public Education

Attest:

Assistant Secretary

EXHIBIT A

DEBT SERVICE
AND PRINCIPAL AMORTIZATION SCHEDULE

NET DEBT SERVICE

The School District of Pittsburgh
General Obligation Bonds, Refunding Series 2004
Conventional Fixed Rate - SLGS Escrow as of 1/21/2004
FINAL NUMBERS

Date	Principal	Interest	Total Debt Service	Net Debt Service	Annual Net D/S
09/01/2004		934,065.00	934,065.00	934,065.00	
12/31/2004					934,065.00
03/01/2005	10,000	899,100.00	909,100.00	909,100.00	
09/01/2005		899,000.00	899,000.00	899,000.00	
12/31/2005					1,808,100.00
03/01/2006	6,495,000	899,000.00	7,394,000.00	7,394,000.00	
09/01/2006		752,862.50	752,862.50	752,862.50	
12/31/2006					8,146,862.50
03/01/2007	6,840,000	752,862.50	7,592,862.50	7,592,862.50	
09/01/2007		581,862.50	581,862.50	581,862.50	
12/31/2007					8,174,725.00
03/01/2008	8,025,000	581,862.50	8,606,862.50	8,606,862.50	
09/01/2008		393,612.50	393,612.50	393,612.50	
12/31/2008					9,000,475.00
03/01/2009	3,825,000	393,612.50	4,218,612.50	4,218,612.50	
09/01/2009		307,862.50	307,862.50	307,862.50	
12/31/2009					4,526,475.00
03/01/2010	1,515,000	307,862.50	1,822,862.50	1,822,862.50	
09/01/2010		285,137.50	285,137.50	285,137.50	
12/31/2010					2,108,000.00
03/01/2011	8,240,000	285,137.50	8,525,137.50	8,525,137.50	
09/01/2011		84,137.50	84,137.50	84,137.50	
12/31/2011					8,609,275.00
03/01/2012	890,000	84,137.50	974,137.50	974,137.50	
09/01/2012		70,787.50	70,787.50	70,787.50	
12/31/2012					1,044,925.00
03/01/2013	1,985,000	70,787.50	2,055,787.50	2,055,787.50	
09/01/2013		36,050.00	36,050.00	36,050.00	
12/31/2013					2,091,837.50
03/01/2014	2,060,000	36,050.00	2,096,050.00	2,096,050.00	
12/31/2014					2,096,050.00
	39,885,000	8,655,790.00	48,540,790.00	48,540,790.00	48,540,790.00

EXHIBIT B

PROOF OF COMPLIANCE
WITH LOCAL GOVERNMENT UNIT DEBT ACT SECTION 8142(b)

EXHIBIT C

PROOF OF COMPLIANCE WITH
SECTION 8144 OF THE
LOCAL GOVERNMENT UNIT DEBT ACT

BOND PRICING

The School District of Pittsburgh
General Obligation Bonds, Refunding Series 2004
Conventional Fixed Rate - SLGS Escrow as of 1/21/2004
FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bonds:					
	03/01/2005	10,000	2.000%	1.200%	100.808
	03/01/2006	6,495,000	4.500%	1.480%	105.986
	03/01/2007	6,840,000	5.000%	1.790%	109.393
	03/01/2008	900,000	2.250%	2.140%	100.421
	03/01/2008	7,125,000	5.000%	2.140%	110.958
	03/01/2009	790,000	2.500%	2.420%	100.375
	03/01/2009	3,035,000	5.000%	2.420%	112.125
	03/01/2010	1,515,000	3.000%	2.690%	101.711
	03/01/2011	500,000	3.000%	2.920%	100.504
	03/01/2011	7,740,000	5.000%	2.920%	113.114
	03/01/2012	890,000	3.000%	3.150%	98.943
	03/01/2013	1,985,000	3.500%	3.360%	101.081
	03/01/2014	2,060,000	3.500%	3.500%	100.000
		39,885,000			

Dated Date	02/24/2004	
Delivery Date	02/24/2004	
First Coupon	09/01/2004	
Par Amount	39,885,000.00	
Premium	3,242,371.25	
Production	43,127,371.25	108.129300%
Underwriter's Discount	-181,476.75	-0.455000%
Purchase Price	42,945,894.50	107.674300%
Accrued Interest		
Net Proceeds	42,945,894.50	

EXHIBIT D

PRIOR BONDS REFUNDED

SUMMARY OF BONDS REFUNDED

The School District of Pittsburgh
General Obligation Bonds, Refunding Series 2004
Conventional Fixed Rate - SLGS Escrow as of 1/21/2004
FINAL NUMBERS

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 1996A, 1996A:					
SERIALS	09/01/2007	5.500%	5,000.00	09/01/2006	100.000
General Obligation Bonds, Series 1997, 1997:					
SERIALS	09/01/2006	4.500%	6,490,000.00	09/01/2005	100.000
	09/01/2007	4.500%	6,805,000.00	09/01/2005	100.000
	09/01/2008	4.600%	7,145,000.00	09/01/2005	100.000
			20,440,000.00		
General Obligation Bonds, Series 1998, 1998:					
SERIAL	09/01/2008	4.300%	800,000.00	09/01/2006	100.000
	09/01/2009	4.400%	1,330,000.00	09/01/2006	100.000
	09/01/2010	4.500%	1,600,000.00	09/01/2006	100.000
	09/01/2011	4.600%	750,000.00	09/01/2006	100.000
	09/01/2012	4.750%	1,000,000.00	09/01/2006	100.000
	09/01/2013	4.750%	2,095,000.00	09/01/2006	100.000
	09/01/2014	4.750%	2,200,000.00	09/01/2006	100.000
			9,775,000.00		
General Obligation Bonds, Series 1999, 1999:					
SERIALS	09/01/2009	5.000%	2,500,000.00	09/01/2007	100.000
General Obligation Bonds, Series 2000, 2000:					
SERIALS	03/01/2011	4.750%	7,600,000.00	03/01/2008	100.000
			40,320,000.00		

C E R T I F I C A T E

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of a Resolution which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Resolution was duly recorded; that this Resolution is still in full force and effect as of the date hereof; that the vote upon said Resolution was called and duly recorded upon the minutes of the Governing body; and that the members of the Governing body voted in the manner following:

	Yes	No	Abstain	Absent
William Isler	_____	_____	_____	_____
Alex Matthews	_____	_____	_____	_____
Jean Fink	_____	_____	_____	_____
Mark Brentley	_____	_____	_____	_____
Theresa Colaizzi	_____	_____	_____	_____
Patrick Dowd	_____	_____	_____	_____
Floyd McCrea	_____	_____	_____	_____
Dan Romaniello	_____	_____	_____	_____
Randall Taylor	_____	_____	_____	_____

WITNESS my hand and seal of the Local Government Unit this _____ day of _____, 2004.

THE SCHOOL DISTRICT OF PITTSBURGH

[SEAL]

Assistant Secretary

1 TRANSCRIPT OF PROCEEDINGS

2 - - -

3 PITTSBURGH BOARD OF PUBLIC EDUCATION
 4 SPECIAL LEGISLATIVE MEETING
 5 WEDNESDAY, JANUARY 21, 2004
 6 8:15 P.M.
 7 ADMINISTRATION BUILDING - BOARD COMMITTEE ROOM

8 - - -

9 BEFORE:

10 WILLIAM ISLER, BOARD PRESIDENT
 11 RANDALL TAYLOR, FIRST VICE PRESIDENT
 12 JEAN FINK, SECOND VICE PRESIDENT
 13 MARK BRENTLEY
 14 THERESA COLAIZZI
 15 PATRICK DOWD
 16 ALEX MATTHEWS
 17 FLOYD McCREA
 18 DANIEL ROMANIELLO, SR.

19 - - -

20 ALSO PRESENT:

21 DR. JOHN W. THOMPSON	DR. ANDREW KING
22 MRS. JODY SPOLAR	MR. IRA WEISS
23 MR. PETER J. CAMARDA	MR. RICHARD R. FELLERS
24 MRS. PAT CRAWFORD	MR. PHIL PARR
25 MRS. ERNESTINE REED	DR. C. RICHARDSON-KEMP
MR. RICHARD MASCARI	MS. LORRAINE TYLER
DR. DWIGHT E. MOSLEY	DR. JUDITH SIMMONS
MRS. JOYCE MORELAND	MR. ELBERT YAWORSKY

26 - - -

27 REPORTED BY: EUGENE C. FORCIER
 28 PROFESSIONAL COURT REPORTER

29 - - -

30 COMPUTER-AIDED TRANSCRIPTION BY
 31 MORSE, GANTVERG & HODGE, INC.
 32 PITTSBURGH, PENNSYLVANIA
 33 412-281-0189

34 - - -

35

36

ORIGINAL

1 P-R-O-C-E-E-D-I-N-G-S

2 DR. THOMPSON: If we can get started,
3 please.

4 All Board members are present and ready to
5 move forward.

6 We are now ready to bring forth the flag;
7 it is already here.

8 MR. ISLER: If everybody would please stand
9 to salute the flag.

10 (Salute to the flag.)

11 MR. ISLER: I will call this special
12 legislative meeting to order, and would Mr. Weiss
13 please take the roll.

14 MR. WEISS: Mr. Brentley?

15 MR. BRENTLEY: Here.

16 MR. WEISS: Mrs. Colaizzi?

17 MS. COLAIZZII: Here.

18 MR. WEISS: Dr. Dowd?

19 DR. DOWD: Here. Present.

20 MR. WEISS: Mrs. Fink?

21 MS. FINK: Here.

22 MR. WEISS: Mr. Matthews?

23 MR. MATTHEWS: Present.

24 MR. WEISS: Mr. McCrea?

25 MR. MCCREA: Here.

1 MR. WEISS: Mr. Romaniello?

2 MR. ROMANIELLO: Here.

3 MR. WEISS: Mr. Taylor?

4 MR. TAYLOR: Present.

5 MR. WEISS: Mr. Isler?

6 MR. ISLER: Present.

7 MR. WEISS: All members present.

8 MR. ISLER: Thank you.

9 The first item on the agenda is the Local
10 Debt Act resolution.

11 Who is going to present from the staff?

12 Mr. Fellers.

13 MR. FELLERS: Thank you, Mr. Isler.

14 We have before you, actually the two
15 resolutions you will be voting on is one unit, Debt
16 Act resolution, which represents our bond refunding,
17 and the escrow substitution resolution which, we
18 explained to you, deals with the negative arbitrage.

19 I think the next person that should really
20 talk to you, and give you their blessing on this, is
21 our consultant, and bond counsel, Wayne Gerhold.

22 Mr. Gerhold.

23 MR. ISLER: Mr. Gerhold.

24 MR. GERHOLD: Thank you, Mr. Isler, and
25 Mr. Fellers.

1 First, for the record, my name is
2 Wayne Gerhold, and I am acting as co-bond counsel for
3 the Pittsburgh School District, I am acting with
4 Darryl Ponton, who is also co-bond counsel, but this
5 matter came up very, very quickly, in fact, we weren't
6 even aware of the possibility of saving money, until
7 last week, so Mr. Ponton is out of town today,
8 unfortunately.

9 The -- by the way, this meeting, as a
10 special meeting, has been advertised, and the
11 advertisement has also been placed in order to comply
12 with the Pennsylvania Local Government Unit Debt Act.

13 The ordinance, that you have before you, a
14 draft of which was circulated, and was on record to
15 the public since late last week, is approximately
16 45 pages, and while I would be happy to respond to any
17 specific questions that the Board may have, I think it
18 can be easily summarized by covering four major
19 topics, that are covered in the debt ordinance.

20 First, the ordinances authorizes the
21 issuance of refunding bonds in the amount of
22 \$39,885,000.

23 And it provides all of the terms, and
24 conditions, interest rates, and the debt service
25 payments for that bond issue.

1 That appears at -- actually in Exhibit A,
2 in the debt ordinance.

3 The Board also, by taking action on this,
4 would approve the bond purchase agreement that has
5 been submitted by the investment banking firm of UBS
6 Financial Services, and I have to say they have been
7 watching this refunding possibility for almost a year
8 now, and so they are to be given some credit for
9 finally catching a dip in the interest rates, to be
10 able to do this.

11 The approximate net present value savings
12 is a little over \$1.2 million, that the School
13 District would realize over a period of years,
14 beginning in around 2005, through 2014.

15 So, in that sense, it is like refinancing
16 your home mortgage.

17 The second item that is covered in the debt
18 ordinance, is -- contains all of the provisions that
19 are required for compliance with the Pennsylvania
20 Local Government Unit Debt Act, and you authorize me
21 to prepare the Debt Act filing, to get approval from
22 the Department of Community and Economic Development.

23 The third item that's covered in the debt
24 ordinance, is compliance with the Internal Revenue
25 Code of 1986, as amended; the Tax Code, essentially.

1 The interest rate on these bonds is exempt
2 from state, local and federal income taxation, and
3 there are provisions, that are in there, that are
4 designed to achieve compliance with the Federal Tax
5 Code so that the interest on the bonds would remain
6 tax exempt.

7 Finally, the fourth item that is covered in
8 the debt ordinance, is compliance with the Securities
9 and Exchange Commission continuing disclosure
10 requirements and material event filing requirements.

11 That's the debt ordinance portion of the
12 request for the adoption of the resolution.

13 The second item is dealing with a potential
14 restructuring -- yes.

15 MR. ISLER: Mr. Gerhold, may I, just for
16 point of clarification, do we have to vote on these
17 separately, or can we vote on it together?

18 MR. WEISS: You can vote on the business
19 and financial portion.

20 MR. ISLER: As a whole?

21 MR. WEISS: Right.

22 MR. ISLER: Thank you, very much.

23 Continue.

24 MR. GERHOLD: You will need a roll call
25 vote, though.

1 MR. ISLER: I understand.

2 MR. WEISS: We can vote on them both
3 together.

4 MR. GERHOLD: Yes.

5 MR. ISLER: Just continue. Sorry.

6 MR. GERHOLD: That's quite all right.

7 The interest rate right now, that has been
8 locked up, in terms of the -- well, for the bond issue
9 itself, has an arbitrage yield of approximately
10 2.642 percent, which actually, that is a pretty low
11 interest rate, but anyway, that's the arbitrage yield
12 on the bonds.

13 However, as a result of having low interest
14 rates on the bonds, you also have low interest rates
15 on the treasury securities that can be purchased, that
16 essentially prepays the refunded bonds. Those
17 refunded bonds come off of your books as of the day of
18 the closing.

19 The interest rate yield on the escrow,
20 right now, is 1.990 percent.

21 Rates have started to creep up; as a matter
22 of fact, they sort of bottomed out last week, and
23 since the Dr. Martin Luther King holiday, they have
24 started to creep up this week, as of Wednesday.

25 So there was also concern that interest

1 rates are now starting to move up. It is anybody's
2 guess, however.

3 At any rate, what this res -- what the
4 second escrow restructuring resolution takes care of,
5 is should treasury rates go up, through the course of
6 this year, we would be able to -- we would be
7 authorized to move forward on a measure that actually
8 we did once before, in 2002, which would be to
9 essentially redeem the treasury securities that we
10 would be purchasing, to -- for the escrow agreement,
11 at the closing, which would be later in February, and
12 we would be able to purchase other treasury
13 securities, with a higher yield.

14 We are not allowed to break through the
15 6.42 yield, but we would be able then to make the
16 escrow more efficient, with subsequent treasury
17 purchases, so we can achieve even greater savings than
18 the net present value of the 1.2 million that we are
19 looking at now.

20 That sort of takes care of the data as
21 well.

22 And that's really it, if you have
23 questions.

24 MR. ISLER: Do the board members have any
25 questions?

1 Hearing none, Mr. Weiss, can we please have
2 a roll call vote.

3 And we are voting on the Committee on
4 Business and Finance Report, as presented to us this
5 evening.

6 MR. WEISS: You are voting on both the Debt
7 Act resolution, and the general authorization
8 resolution, you have before you.

9 Mr. Brentley?

10 MR. BRENTLEY: Yes.

11 MR. WEISS: Mrs. Colaizzi?

12 MS. COLAIZZI: Yes.

13 MR. WEISS: Dr. Dowd?

14 DR. DOWD: Yes.

15 MR. WEISS: Mrs. Fink?

16 MS. FINK: Yes.

17 MR. WEISS: Mr. Matthews?

18 MR. MATTHEWS: Yes.

19 MR. WEISS: Mr. McCrea?

20 MR. MCCREA: Yes.

21 MR. WEISS: Mr. Romaniello?

22 MR. ROMANIELLO: Yes.

23 MR. WEISS: Mr. Taylor?

24 MR. TAYLOR: Yes.

25 MR. WEISS: Mr. Isler?

1 MR. ISLER: Yes.

2 MR. WEISS: The motion is approved.

3 MR. ISLER: I would again like to thank the
4 staff, and our bond counsel, for helping this School
5 District save over \$1.2 million, in the life of this
6 bond.

7 Our staff always does a phenomenal job, and
8 they are to be commended, Mr. Berdnik, Mr. Camarda and
9 Mr. Fellers.

10 Is there any other business to be brought
11 before the Board this evening?

12 MR. GERHOLD: I need to collect your
13 signature on a few things at some time.

14 MR. ISLER: Yes, sir.

15 I will come out with you now, as soon as we
16 adjourn this meeting, and Mr. Taylor will continue the
17 agenda review part of the meeting.

18 MR. GERHOLD: Okay.

19 MR. ISLER: Is there any other business to
20 come before this meeting this evening -- to come
21 before this meeting this evening?

22 MS. FINK: This Board

23 MR. ISLER: This Board.

24 Thank you, Mrs. Fink. This Board this
25 evening, sorry. It has been a long evening.

1 Hearing none, thank you, Dr. Thompson.

2 MS. FINK: Move we adjourn.

3 MR. ISLER: We have a motion to adjourn.

4 Do we have a second?

5 MR. McCREA: Second.

6 MR. ISLER: Meeting adjourned.

7 - - -

8 (Thereupon, at 8:26 p.m., the Special
9 Legislative Meeting was concluded.)

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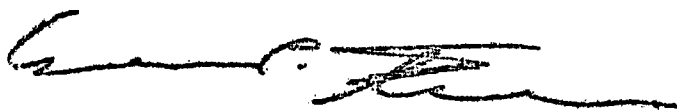
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C-E-R-T-I-F-I-C-A-T-E

I, Eugene C. Forcier, the undersigned, do hereby
certify that the foregoing eleven (11) pages are a
true and correct transcript of my stenotypy notes
taken of the Legislative Meeting held in the
Pittsburgh Board of Public Education, Administration
Building, Board Committee Room, on Wednesday,
January 21, 2004.



Eugene C. Forcier, Court Reporter

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